

# HAWAIIAN GAZETTE

M. RAPLE,

DIRECTOR OF THE GOVERNMENT PRESS

HONOLULU:

WEDNESDAY, NOV. 1, 1871.

BY AUTHORITY.



TUESDAY THE 28th of November is the anniversary of the recognition of Hawaiian Independence by the Government of France and Great Britain, and will be kept as a public holiday.

F. W. HENRYSON,

INTERIOR OFFICE, Oct. 26th, 1871.

MONDAY THE 11th of December, being the birth-day of His MAJESTY the King, will be observed as a public holiday. All government offices will be closed.

F. W. HENRYSON,

LAWYER'S OFFICE, Oct. 26th, 1871.

NOTICE.—In consequence of the absence of Daniel C. Waterman, late Justice of the Peace in this Kingdom, the undersigned has designated Cornelius S. Barlow, Lawyer, to perform the duties of Civilian Counsel and the pleasure of the Colonial Government shall be made known.

CHARLES C. HARRIS,  
Minister for Foreign Affairs.

Foreign Office,

Honolulu, Oct. 24, 1871.

On the nomination of the Board of Education, Mr. L. R. Melloe Slaney has been appointed an Agent or grant-making Officer for the District of Koolaua, Island of Oahu, in place of Mr. J. L. Nall; and Mr. E. H. Rogers in the same capacity, for the Island of Molokai, in place of S. Kepha and S. Paolo.

FRED. W. HENRYSON,

Minister of Interior.

Interior Office, Oct. 24th, 1871.

**LIST OF TAX COLLECTORS FOR 1871.**

The following persons are appointed Tax Collectors for the year 1871.

OAHU.—Geo. E. Lane.

Ewa and Waianae—D. H. Holt.

Waialae—W. C. Lane.

Koolaua—Pukihala.

Koaholopoko—John K. Wilder.

MAUI.—L. Akio.

Wailuku—E. Kukuhia.

Nakawa—X. Kapikela.

Hana—T. Lyons.

Molokai and Lanai—D. Kaepaehaia.

HAWAII.—G. W. Akio Hapai.

Hanapepe—S. C. White.

S. Kekaha—Jas. Woods.

S. Kealakekua—S. E. Chillingworth.

S. Kona—J. G. Hoapili.

S. Kaua—C. F. Hart.

Kaa—L. E. Swain.

Puna—S. R. Pihamana.

KAUAI.—A. S. Wilcox.

Ambolo—S. Kamakalo.

Liholihi—W. G. Smith.

Keloa—J. E. Smith.

Waimea—G. P. Howell.

Nihoa—Kiai Kauai.

J. M. Scott—M. Scott.

Supreme Court, August 10, 1871.

**Supreme Court, A. D. 1871.**

Amended Rules of Court and additional Rules of Court made at a Term of the Supreme Court began and ended at Honolulu this second day of October, A. D. 1871, at the first day of said term.

Rule XII is hereby amended, by striking out its first sentence.

Rule XXI is hereby repealed.

The following rules are hereby made and adopted, viz:

**Rule XXII.** In all cases of appeal the Magistrate or Clerk of Court shall forward to the Appellate Court the costs, which, on account, reversal of judgment, or action of a court, group, shall be referred to the defendant.

Rule XXIII. All committees in execution of sentence, the principal forms of motions furnished by the Clerk of the Court shall be as follows:

**Rule XXIV.** In all cases of appeal the Magistrate or Clerk of Court shall forward to the Appellate Court the costs, which, on account, reversal of judgment, or action of a court, group, shall be referred to the defendant.

Rule XXV. The Circuit Justices shall observe the Probate Rules prescribed by this Court, and at each Circuit Term shall exhibit their records to the Probationer for his inspection.

Rule XXVI. The Clerk shall furnish the Probationer with a copy of the Sixth and Sixth Rules, and each Circuit Justice with a copy of the Sixth Rule.

Rules on bands and seal of the Supreme Court, at Honolulu, this second day of October, A. D. 1871.

(Signed) ELIJAH H. ALLEN,

Clerk of Justice,

WALTER S. HARTWELL,

Associate Justice.

WALTER S. SEAL,

Clerk of the Supreme Court.

Mr. L. R. MELLOE SLANEY has been appointed by the Board of Education, Special Agent for the District of Koolaua, Island of Oahu, in place of Mr. J. L. Nall; and Mr. E. H. ROGERS, in the same capacity, for the Districts of Ewa and Waianae, and Island of Molokai, in place of S. KEPHA and S. PAULO.

By order of the Board of Education.

W. JAS. SCOTT, Secretary.

Honolulu, Oct. 24, 1871.

We do not know any one connected with this journal who does not fully appreciate the disappointment, and perhaps embarrassment and probable loss, among business men in Honolulu in consequence of the unfortunate loss of the largest portion of the Arctic whaling fleet.

We do not think it necessary for us, at this time, to take any notice whatever of those who, out of mere want of something useful to talk about, (and with perhaps an idea, that it is necessary for them to repeat the yearly complaint that somebody is trying to injure the whalers,) undertake, by quoting isolated sentences from an editorial published in this paper a year ago, to prove—well, we cannot say what, except that they had something to do with the disaster that has befallen the fleet.

The loss of the trade which these ships, should they have had the good fortune, not to be blocked up in the Arctic, would have brought here will undoubtedly be severely felt by every class in the community. It may be necessary, on this account, for some who have made too great preparations to participate in the profits the ships were expected to bring them, to suffer losses instead, but that any remarkable or disastrous financial crisis will follow, we do not believe. It may, indeed, in some instances, be necessary for importers to be lenient with jobbers and jobbers to be lenient with retail shopkeepers for a time, or until the regular local trade shall have enabled those who have purchased largely to dispose of their stocks through other, sure channels of trade; but, notwithstanding this apparent necessity, we do not believe that the

average person to consider who, who is?

The defendant filed the plaintiff's letters respecting the wreck of the schooner at Kaun, Jan. 12, 1871, and to his present claim, in these words:

"Allow me to thank you my sincere thanks for the interest you have taken regarding my schooner Kitty Cartwright."

"She is uninsured and I hope may be saved."

I had said the ake, to Capt. Dick, but my chance for pay in very small should she be a total loss."

And again: "The sale to Capt. Dick was made with a provision, no papers were passed, and the sale would have to be confirmed by the parties interested."

If it is (Doverst), is not

the defendant liable for the loss of the schooner?"

The defendant filed the plaintiff's letters respecting the wreck of the schooner at Kaun, Jan. 12, 1871, and to his present claim, in these words:

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